

READING AREA WATER AUTHORITY

Water Service Resolution

Governing the Furnishing of Water Service
Within the City of Reading
and in portions of
the Townships of Muhlenberg, Lower Alsace,
Bern, Ontelaunee, and Cumru and Borough of
Kenhorst, Berks County

Adopted: June 30, 1994

Effective: July 1, 1994 (with rates effective for
unbilled service commencing June 1, 1994)

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SCHEDULE OF METER RATES

APPLICATION

This schedule is applicable to all metered, domestic, commercial, industrial, public, and wholesale customers; provided however that the Authority shall continue to provide, free of charge, such water service as was provided on such basis to the City of Reading on June 1, 1994.

I. SMALL GENERAL SERVICE

The Small General Service Rate is applicable to premises with a meter size of one (1) inch or smaller. Bills will be rendered quarterly and will consist of a fixed service charge based on the size of meter plus a consumption charge for all water used.

Service Charge

<u>Meter Size</u>	<u>Per Customer Per Quarter</u>
5/8-inch	\$12.61
3/4-inch	\$28.51
1-inch	\$48.02

Consumption Charge

For all water used per 100 cu. ft. - \$1.7643

For all water used per 1000 gallons - \$2.3585

II. LARGE GENERAL SERVICE

The Large General Service Rate is applicable to premises with a meter size larger than one (1) inch. Bills will be rendered monthly and will consist of a fixed service charge based on the size of meter plus a consumption charge for all water used.

<u>Meter Size</u>	<u>Per Customer Per Month</u>
1/4-inch	\$25.97
1/2-inch	29.839
2-inch	49.82
3-inch	98.05
4-inch	121.90
6-inch	241.68
8-inch	603.14
10-inch	940.22

Consumption Charge

First 100,000 cu. ft. per 100 cu. ft.	1.6913
Next 400,000 cu. ft. per 100 cu. ft.	1.3829
In excess of 500,000 cu. ft. per 100 cu. ft.	1.1355
First 750,000 gallons per 1000 gallons	2.2610
Next 3,000,000 gallons per 1000 gallons	1.8486
In excess of 3,750,000 gallons per 1000 gallons	1.5179

SCHEDULE OF FLAT RATES

DETECTOR FIRE METER SERVICE

- I. The consumer having a private fire service connection shall pay, in addition to the established meter rates for all water used except that that used for the extinguishment of fires, the following amount per month, which is hereby termed a fire service stand-by charge:

Fire Connection Size	Per Customer <u>Per Month</u>
2-inch	\$15.50
3-inch	23.00
4-inch	38.50
6-inch	70.50
8-inch	104.00
10-inch	137.00

- II. When a fire meter indicates that water has been used without the consent of the Authority for other than fire extinguishment, the full rates as listed in subparagraph II of the schedule of Meter Rates will be enforced.

UNMETERED FIRE HYDRANTS INSTALLED AND MAINTAINED IN STREETS OR HIGHWAYS

- I. After application has been granted and a deposit made equivalent to the estimated cost of installation, the Authority will furnish and install, complete a connection, valve, and fire hydrant; and the charge for said installation shall be the actual cost thereof.
- II. The charge for unmetered fire hydrant service shall be \$176.00 per hydrant per year.

TAPPING AND CONNECTION FEES

Tapping and connection fees shall be charges by the Authority as permitted by law pursuant to the terms of the Authority's Tapping Fee Resolution and the Authority's Connection Fee Resolution.

REPLACED AND ABANDONED SERVICES

- I. When attachments in new locations are desired to replace existing services, the old service pipe shall first be detached from the main at the consumer's expense determined in accordance with the Water Abandonment Fees Schedule herein) before the new attachment shall be granted.

- II. All abandoned service pipes shall be immediately detached from the main pipe at the property owner's expense (determined in accordance with Water Abandonment Fees Schedule herein) and he shall be liable for all damages that may arise by reason of any abandoned service pipe remaining attached to the water main in front of his property, or wherever the same may be. The minimum charge shall be assessed as long as the service pipe is attached to the water main.

WATER ABANDONMENT FEES

Water service abandonment fees shall be charged by the Authority as follows:

1/2 -inch	\$ 742.00
3/4 -inch	742.00
1 1/4 -inch	742.00
1 1/2 -inch	742.00
2-inch	742.00
3-inch	2120.00
4-inch	2120.00
6-inch	2120.00
8-inch	2438.00
10-inch	2438.00

BILLS DUE AND PAYABLE

A penalty of ten percent (10%) shall be added to bills not paid by the due date printed on the bills, which date shall be thirty days after date of issuance of such bills.

If bills are paid by mail, the date of the postmark shall be considered the date of payment.

All payments shall be applied to the oldest outstanding bill.

All metered accounts remaining unpaid after two months of the date of the bill rendered therefor may be turned off and will not be turned on until all arrears and penalties are paid, plus the additional sum of twenty dollars (\$20.00).

If the Authority shall engage a collection agent, attorney or other person for the collection of delinquent bills, the full cost of collection shall be charged to the delinquent ratepayer in addition to the late payment charge set forth above.

CONFLICTS WITH DELINQUENT ACCOUNTS POLICY

Notwithstanding anything herein to the contrary, in the event there is a conflict or inconsistency between the provisions contained herein and the similar provisions contained in the Authority's "Delinquent Accounts Policy" attached hereto as Schedule "A", the provisions of the "Delinquent Accounts Policy" shall control.

RULES AND REGULATIONS

1. DEFINITIONS

- (a) ESTABLISHED SERVICE ZONES as used in this resolution shall mean those areas or lots fronting on suitable existing water mains of the Authority.
- (b) CONSUMER or CUSTOMER as used in this resolution shall mean the owner of the property served.
- (c) AUTHORITY as used in this resolution shall mean the Reading Area Water Authority or its authorized agent

2. BACK CHARGES

Except with respect to unbilled service for June 1994 to which the rates set forth in this resolution shall be applicable, all back charges for water service prior to the effective date of this resolution shall be at the rates in force during the periods of such service, and all back charges for water service for periods after the effective date of this resolution shall be as specified in this resolution.

3. AVAILABLE WATER SERVICES

The following water services are available within the established service zones:

- (a) 5/8", 3/4", 1", 1 1/2", 2", 3", 4", 6", 8" and 10" metered Domestic, Commercial, Industrial Services. metered Public, and Wholesale
- (b) 2", 3", 4", 6", 8" and 10" metered services for fire protection only (automatic sprinklers and privately installed and maintained fire hydrants).
- (c) Unmetered fire hydrants installed and maintained in streets or highways by the Authority.

4. EXTENSION OF SERVICE ZONES

Extension of service zones will be granted in the Authority's sole discretion and only where the estimated revenue to be derived from the proposed extension will justify the Authority's investment in the extension.

5. APPLICATIONS

- (a) Application for water must be made to the Authority and must state fully and truly the purpose for which it is to be used, together with the street and official house number of the premises to be supplied, and must be

signed by the prospective consumer or his authorized agent. Applications and all information furnished shall be in affidavit form when required by the Authority. The application must distinctly state the point on the property line where the service is to enter the premises. The Authority reserves the right to designate the size of the attachment to be made.

- (b) No application will be granted for water service for any consumer who is indebted to the Authority for water service.
- (c) Application for water service will be accepted from applicants who establish proper credit by making a deposit in accordance with the following or as otherwise determined by the Authority:
 - i. Deposits may be required from customers taking service for a period of less than thirty days, in an amount equal to the estimated gross bill for such temporary period. Deposits may be required from all other customers provided that, in no instance, may deposits be required in excess of the estimated gross bill for any single billing period plus one month (the maximum period not to exceed four months) with a minimum of \$5.00.
 - ii. Deposits shall be returned to the depositor when he shall have paid undisputed bills for service over a period of twelve consecutive months; and any customer having secured the return of a deposit shall not be required to make a new deposit unless the service has been discontinued and the customer's credit standing impaired through failure to comply with provisions of this Resolution.
 - iii. The payment of any undisputed bill shall be payment of the bill with or without discount or penalty, within thirty days following presentation of the bill, or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the customer and payment made by the customer within ten days thereafter.
 - iv. All rates shall provide for interest on deposits at the rate of nine (9) per cent per annum without deduction for any taxes thereon. Upon deposits held for more than a year, the Authority shall pay to the patron, at the end of each calendar year, the interest accrued thereon.

- (d) All rates shall provide for interest on deposits at the rate of nine (9) per cent per annum without deduction for any taxes thereon. Upon deposits held for more than a year, the Authority shall pay to the patron, at the end of each calendar year, the interest accrued thereon.

6. MINIMUM TERM OF CONTRACT

The minimum term of contract for water service shall be one year.

7. MAIN ATTACHMENTS

After application for water has been granted, main attachments will be made by the Authority, who will furnish and install the service pipe from the water main to a point 1211 on the consumer's side of the curb line, including the curb stop and box or gate valve and box, and restoration of the street surface. The Authority of water will maintain the services within the above limits.

8. SERVICE PIPES

- (a) The consumer shall install and maintain at his own expense all service pipes and fixtures to and on his premises from the end of the Authority's service at a point 1211 on the consumer's side of the curb line. All fixtures connected with the water system shall be construed as being a part of the service pipe. Should the Authority in its excavation for the repair of a leak find the leak to be on a private pipe, the consumer to whom the pipe belongs shall be held responsible and liable for all expenses thereby incurred by the Authority.
- (b) All materials used for service pipe shall be of approved make and quality. No steel pipe or fittings shall be used in underground work. From the main to meter setting, service pipes 211 in diameter or smaller shall be copper tubing, and above 211 in diameter they shall be ductile iron.
- (c) Seamless copper tubing used for service pipes shall conform to specifications prescribed by the Authority.
- (d) At a distance of 12 inches on the consumer's side of the curb line a serviceable curb cock or valve will be placed in the service line by the Authority, and protected by an iron box of approved pattern brought up to the sidewalk level. It shall be the duty of the consumer to give the Authority reasonable notice of any sidewalk changes affecting the curb box, which the consumer proposes to make; and the consumer shall also immediately notify the Authority of sidewalk changes caused by circumstances beyond his control.

- (e) Each consumer shall arrange his piping in accordance with the Authority's Standard Details set forth in Appendix "B" hereto.
- (f) All services must be metered except fire hydrants installed by the Authority on streets or highways. All meters under 2 inches in diameter will be furnished and installed by and at the expense of the Authority, except meters on services for fire protection only. For all meters 2 inches in diameter or greater, the Authority will select and purchase the water meter on behalf of, and at a cost charged to, the consumer. In addition, the consumer will be charged a handling charge equal to 10% of the cost of the meter for all such meters 2 inches in diameter or greater purchased on behalf of the consumer by the Authority as described hereinabove. The Authority will not install meters 2 inches in diameter or greater.

The size of the meter granted will be in accordance with the estimated water consumption, but in no case will the size granted be less than 1/2 of the diameter of the service line.

9. SHUTTING OFF AND TURNING ON WATER

No person other than one authorized by the Authority will be allowed to turn on or off water into any premises, except where water has been shut off by direction of the consumer for the purpose of making repairs to service pipes or fixtures.

10. VACANT PREMISES

Wherever buildings are torn down or abandoned the water charges shall continue in force until the service attachment is disconnected from its source of supply.

11. DETECTOR METERED FIRE SERVICE

- (a) Before the Authority will provide a supply to any automatic sprinkler or other system for fire protection, the applicant for such supply shall file with the Authority plans showing the proposed connection and meter setting for approval, and also complete plans of the proposed system for record, and shall pay all costs and expenses connected therewith. The applicant's proposed connection and meter setting shall be in accordance with the Authority's Standard Detail set forth in Appendix "B" hereto.
- (b) The applicant shall purchase from the Authority and install upon such services when used for fire protection purposes a suitable water meter, to be approved by the Authority, and have the same set in accordance with the rules and regulations adopted for the setting of meters.

- (c) No extensions shall be made or additional fixtures installed without the approval of the Authority. All water used through fire services shall be paid for at the established meter rates, except that used for the extinguishment of fires. It shall be the duty of the property owner, agent or tenant to notify the Authority immediately after the use of water for fire purposes through any fire service line.

12. TEMPORARY MAINS OR PRIVATE PIPES

No temporary mains or private pipes other than the above specified service lines may be installed. Existing temporary mains or private pipes which were installed by the property owners must be arranged so that a separate serviceable curb cock or stop cock in a convenient and accessible point and protected with an approved box shall control the water supply to each separate building or property supplied.

13. UNINTERRUPTED WATER SUPPLY NOT GUARANTEED

It is expressly agreed and understood that the Authority has the right at any time to shut off the water or decrease or increase the pressure, without notice, for the purpose of extending, replacing, repairing, or cleaning mains and appurtenances, or for any other purpose, and the Authority shall not be held liable for any damage arising therefrom. No claim shall be made against Authority by reason of the breaking of any water main, service pipe, meter, or connection.

14. WASTE OF WATER

Excessive or unnecessary use of waste of water, whether caused by carelessness or by defective or leaky plumbing or fixtures, is prohibited. For non-compliance with a 24-hours, notice from an inspector or other officer of the Authority, left on the premises or served on the agent or owner, to abate any waste of water, or to repair a leaky fixture or pipe, the water will be shut off and not turned on again until the waste has been stopped, or the leak fixed.

15. EACH SEPARATE PROPERTY TO HAVE SEPARATE CONNECTION WITH MAIN

- (a) Every separate lot or property supplied with water must generally have its own single separate service pipe connected in the most direct line with the water main.

- (b) If required, in case of large properties, two or more connections may be allowed subject to the approval of the Authority.
- (c) Two or more buildings located on the same lot may, subject to written application of the owner and consent of the Authority, be supplied through the same connection, provided that the single ownership continues, and provided further that a serviceable stop cock and approved curb box be placed and maintained on the extra connection in addition to the curb stop and curb box regularly required. Upon change from such single ownership, a new and separate connection shall be made immediately to the building or premises theretofore having the indirect connection; provided, that in case there is no water main on any street on which said premises abut, the Authority may permit such connection to remain until a water main is laid in such abutting street.

16. OTHER CONDITIONS WHEN JOINT SERVICES OR PRIVATE PIPES SHALL BE ABANDONED

- (a) Whenever a joint service pipe supplying separate properties springs a leak of such a nature that will ordinarily require the replacement of any portion of the pipe or any major portion of a fixture attached thereto, the joint service shall be discontinued and new and separate connections shall be made immediately to the properties theretofore having the indirect connections. The consumer having the direct connection shall detach the indirect connections from his service pipe at his own expense.
- (b) Whenever a water main is laid or relaid along which there are properties being supplied by means of private pipes or temporary mains, the owners of such properties shall connect immediately at their own expense to the new separate service pipes installed to the curb line by the Authority.

17. DEFECTIVE SERVICES

- (a) On all properties supplied by a system of pipes and fixtures for water service, where the service pipes and fixtures are not of the standard or pattern required by the Authority, or where standard fixtures are leaking, the consumers shall, at their own expense, whenever required by order of the Authority, make such changes and additions as shall be required by said Authority.
- (b) Except for existing consumers cross-connection systems, no water service or pipe connection with the public mains or community source of supply shall be cross-

connected in any manner to or with any pipe supply with water from a well, cistern, river, or any source other than the public supply. No plumbing fixture, fitting, or construction shall be approved for installation, which is so constructed that a cross-connection between water supply and waste or two separate water supplies is possible.

18. WHEN WATER IS TO BE TURNED ON

- (a) Unless satisfactory arrangements have been made for an installment payment plan as described in paragraph (b) below pursuant to which the consumer is current at all times, no water will be turned on until all water charges against the consumer are paid.
- (b) Water service will be resumed if the consumer applies for inclusion in an Authority installment payment plan. In order to be included in such an installment payment plan, at the time of application the consumer must never have had water service turned off in the past, must complete an application in the form prescribed by the Authority, and the consumer must pay 1/2 of the balance of all of the consumer's outstanding water bills, plus any "shut off" fees of the Authority. In addition, at the time of application, the consumer must agree to pay the remaining % of the consumer's outstanding water bills over the following two months in equal monthly installments in an amount equal to % of the consumer's outstanding water bills calculated at the time of application, together with any new regular charges for water service incurred during such installment period.
- (c) For water service to be turned on at consumer's premises, consumer or his representative must be present.

19. EMPLOYEES OF AUTHORITY TO HAVE ACCESS TO PREMISES

- (a) Inspectors or any persons authorized by the Authority shall have free access at all reasonable hours to all parts of every building for the purpose of inspecting meters, examining water fixtures, and observing the manner in which the water is used, and shall not be interfered with in the discharge of their duties.
- (b) Inspectors of the Authority are hereby authorized to shut off the water service of any consumer failing to comply with this provision.

20. AUXILIARY METERS NOT TO BE PROVIDED OR MAINTAINED BY AUTHORITY

- (a) The supply of water through each separate metered service must be recorded by one meter only, for which only one account will be rendered by the Authority. If additional or auxiliary meters are desired for recording the subdivisions of such supply, they must be furnished and set by the owner or consumer at his expense and he must assume all responsibility of reading and maintaining same.
- (b) Bypass connections around meters will be permitted for the convenience of such consumers that desire them, provided they pay for and install a meter on said bypass at their own expense; the bypass shall be controlled by sealed gate valves and shall not be used except in emergency, at which time the Authority shall be notified; except, in the case of consumers which are municipal corporations, the installation of a meter on the bypass shall not be required.

21. CHARGES FOR ADDITIONAL TENANTS OR BUILDINGS

Where water service to separate buildings owned by the same party, whether on the same or separate lots and occupied by separate tenants, is supplied through one meter, each separate building so supplied shall be subject to the same charge as would be applied if separate connections had been made.

22. CONSUMERS NOT ALLOWED TO FURNISH WATER

No consumer, excepting with the written consent of the Authority previously obtained, will be allowed to furnish water to other persons or to suffer such other persons to take it themselves; provided, however, that water may be supplied without such written consent in order temporarily to relieve consumers having frozen or broken pipes, or whose supply may be cut off by similar emergencies.

23. WATER FOR SPRINKLING TO BE UNDER CONTROL OF AUTHORITY

The use of water for sprinkling purposes shall at all times be subject to the express condition that the Authority may, at any time, when in its opinion the condition of the public water supply demands it, limit the time each day during which hose may be used for sprinkling purposes, or the said Authority may forbid the use of water for sprinkling purposes for any period deemed necessary. All 5/8-inch and 3/4-inch water service meters shall be placed inside the consumer's building

24. METER LOCATIONS

(a) Meters must not be exposed to danger from freezing or hot water. The inspectors of the Authority shall have complete control in determining the location of meters before they are set. Where the front of the building stands on the topographical building line, the meter will generally be placed just inside the front cellar wall. Where the front of the building sets back of the topographical building line a distance of 30 feet or more from the curb, for all water service meters greater than 3/4-inch in diameter, the meter will be placed in a pit furnished by the consumer and located between the curb line and just inside the topographical building line. For all water service meters greater than 3/4-inch in diameter, if the point of connection is less than 30 feet from such meter, the meter shall be placed in the consumer's building. The Authority, at its sole discretion, may permit variances to these meter placement rules in cases of hardship shown by a consumer.

(b) I Meter pits shall be constructed in accordance with Authority standards. They shall be of Portland Cement concrete and covered with a steel, iron, or reinforced concrete cover of sufficient strength to withstand the traffic over the same. A hinged steel door shall be placed in the pit cover for easy access for the removal and the reading of the meter. All meter pits shall be drained to keep them free from water, and the consumer shall keep all foreign material out of the pit. The covers and doors of meter pits shall comply with Authority standards.

II The same amount of room provided for in meter pits shall be provided for in other meter locations by the consumer, except that the minimum distance on one side only between the center line of meters and the sides of walls or other structures shall be:

4	inches for 1 5/8	-inch meters
4 1/2	inches for 1 3/4	-inch meters
5	inches for 1	-inch meters
5 3/4	inches for 1 1/4	-inch meters
6 1/2	inches for 1 1/2	-inch meters
7 1/2	inches for 2	-inch meters
9	inches for 3	-inch meters
12 1/2	inches for 4	-inch meters
16 1/4	inches for 6	-inch meters
20	inches for 8	-inch meters

- (c) This encroachment of space between the meter and wall or other structure shall be provided for or made up on the other side of the meter.

25. CONSUMER RESPONSIBLE FOR METERS

If meters owned by the Authority are damaged or lost by reason of negligence of the consumer or members of his household, the consumer shall pay for such damage or loss. The cost of maintenance and repairs to all but auxiliary meters will be borne by the Authority.

26. TESTING OF METERS

- (a) At the request of a consumer, the Authority will test the meter supplying the premises. The testing of the meters and charges to the customer for testing shall be in accordance with standards set by the American Waterworks Association.
- (b) The consumer may, if he desires, be present at the time the test is made. The result of the test will be reported to the owner or consumer in every case.

27. CONSUMER TO NOTIFY AUTHORITY IN CASE OF BREAKAGE OR STOPPAGE OF METER

In case of breakage, stoppage, or any other irregularity in the meter, the consumer shall notify the Authority immediately, and any necessary repairs will be made by the Authority as herein before provided.

28. NO ALLOWANCE TO BE MADE FOR LEAKS OR WASTE ON METERED CONSUMPTION

All water passing through a meter shall be charged for at the regular rate, and no allowance will be made for excessive consumption due to leaks or waste.

29. ESTIMATED METER BILLS; BILLING ADJUSTMENTS

- (a) If the testing of a meter shows that it fails to register correctly, or if existing conditions do not permit the reading of a meter, the charge to the consumer may be made upon the basis of any previous consumption, which may appear to the Authority to be an equitable adjustment of the probable quantity of water consumed.
- (b) Unless the Authority determines otherwise, all discrepancies in the billing is not subject to adjustment after 90 days.

30. USE OF PUBLIC FIRE HYDRANTS

- (a) No person shall, without a permit from the Authority, use or interfere with any fire hydrant.
- (b) The Authority may permit water to be used temporarily from any fire hydrant, for other than domestic purposes, in localities where no other supply can be obtained. The attachment for such use shall consist of a reducer on one of the hydrant nozzles and an independent valve to control the supply. This permission will not be granted unless a written application is first made upon the regular form of the Authority.
- (c) All water used through a fire hydrant, except that used at fires, shall be controlled by the use of the independent valve attached to the reducer on the nozzle of the fire hydrant. The hydrant valve shall be operated only by authorized employees of the Authority and while water is being used the fire hydrant valve shall be opened full. No fire hydrant shall be used for other than fire purposes during freezing weather.
- (d) All fire hydrants shall be operated only by means of a solid or monkey wrench. The use of pipe wrenches of all descriptions is prohibited.

31. STREET VALVES

No person except an authorized employee of the Authority shall open, close, or in any way interfere with any valve in any water main or connection to any reservoir, filter plant, or pumping station.

32. WHEN BILLS WILL BE FORWARDED TO OTHER ADDRESS THAN PREMISES SUPPLIED

Proper notice must be given by the consumer or authorized agent if it is desired that bills be forwarded to any other address than the premises supplied.

33. CONSUMERS TO CONFORM TO REGULATIONS

Upon notice in writing, left upon any premises supplied with water, it shall be the duty of the consumer to immediately install pipes and appurtenances and otherwise comply with any and all the foregoing provisions of this resolution within the specified time limits or within ten (10) days from the date of the notice where no time limit is specifically stated in this resolution.

34. WATER MAY BE SHUT OFF FOR VIOLATION OF RULES AND NON-PAYMENT OF CHARGES

For a violation of any of the foregoing rules and regulations, and the non-payment of all charges, the Authority reserves the right to shut off the water. In addition, for any violation of the rules and regulations set forth herein, or any misuse, damage or destruction of Authority property or services, the Authority may impose monetary penalties in an amount at least sufficient to cover the cost of repair or replacement in the case of damage or destruction of Authority property, or as otherwise may be determined by the Authority.

After the water has been shut off from any consumer on account of non-payment of charges or violation of rules, the same will not be turned on until all charges are paid. Subject to the provisions of Section 18 hereof, no water will be furnished to any consumer who is indebted to the Authority for water service.

35. MAIN EXTENSIONS

The Authority, in its sole discretion, may extend distribution mains for a bona fide prospective customer making application for water service. The Authority may require any bona fide prospective customer, upon application for an extension of distribution, to enter into an "Extension Deposit Agreement." The Authority shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service.

For the purpose of this rule:

"Bona fide prospective customer" shall mean any owner or is to be, located a distribution main of the Authority, who shall file a signed application for a new street service connection to such premises and for water service to begin immediately following installation of the street service connection.

36. FORM OF EXTENSION DEPOSIT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____ by and between the Reading Area Water Authority, hereinafter called the "AUTHORITY", and , hereinafter called the "DEPOSITOR."

WHEREAS, the Depositor desires extension of the water mains of the Authority, as hereinafter described:

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: The Authority contracts and agrees to lay the water main(s) (and other facilities, if any), as shown on the diagram hereto attached and made a part thereof, described and located as follows:

SECOND: It is expressly understood and agreed that, if the Authority shall be delayed or prevented from installing the water main(s) (and other facilities, if any) herein before described because of its failure to secure pipe or construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from date hereof, the Depositor shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the Authority, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the Depositor shall not be invoked if the Authority has received the construction material and the Depositor has made the deposit as hereinafter required, in which event the Authority shall have the obligation to prosecute the work diligently to its completion.

THIRD: In an extension involving a bona fide customer the Depositor hereby agrees to deposit with the Authority, upon notice from the Authority that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, an amount of cash equal to the estimated cost of the extension, including the estimated cost of said main(s) and the estimated cost of any other facilities which the Authority shall have decided are required to render adequate service, but excluding the cost of public fire hydrants and hydrant laterals and the necessary meters and street service connections, plus all estimated costs of the Authority in completing the extension, including engineering and legal fees. Upon such written notice a Preliminary Memorandum, in the form attached, shall be prepared and signed by both parties showing the deposit required in accordance with the foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum, in the form attached, shall be prepared and signed by both parties, showing the deposit required based on (a) actual cost of the extension, including the actual installation cost of the mains and other facilities, plus (b) the costs of the Authority as aforesaid. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the Depositor will deposit any additional amount shown to be due or the Authority will refund to the Depositor any excess amount shown to have been deposited, it being the intent of this agreement that the deposit required shall be based on actual installation cost.

FOURTH: in any extension involving a real estate developer, the Depositor hereby agrees to deposit with the Authority, upon notice from the Authority that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, an amount of cash equal to (a) the estimated cost of the extension, including the estimated cost of main(s), and the estimated cost of any other facilities which the City shall have decided are required to render adequate service, including the cost of fire hydrants and hydrant laterals where application for public fire hydrants is made by the real estate developer and not by public authority, and the cost of street service connections, but excluding the cost of necessary meters plus all costs of the Authority in completing the extension, including engineering and legal fees. The same provisions for the preparation of Preliminary and Final Memoranda and the adjustment of estimated and actual costs of the extension, as outlined, in Paragraph THIRD, shall apply to the extensions to real estate developers.

FIFTH: The Depositor agrees to pay, or cause to be paid all applicable Tapping and Connection Fees.

SIXTH: The Authority agrees to reimburse to Depositor, the Reimbursement Component of any applicable Tapping or Connection Fees imposed under applicable law.

SEVENTH: The ownership of the water main(s) laid hereunder shall at all times be in the Authority, its successors and assigns.

EIGHTH: This agreement shall be valid and binding on the Authority only when executed by an authorized Authority representative.

NINTH: This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

TENTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by certified mail to the Authority, c/o the Water Bureau, City Hall, Reading, Pennsylvania, and to the Depositor at_____.

ELEVENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the Authority, and the words, phrases, and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are incorporated herein by reference.

Executed in triplicate by the parties hereto on the date first above written.

	READING AREA WATER AUTHORITY
WITNESS:	
_____	By _____

	DEPOSITOR
WITNESS:	
_____	By _____

PRELIMINARY MEMORANDUM

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraphs THIRD and FOURTH of a certain agreement in writing between the parties entered into on the _____ day of _____, 20____, for the installation by the Authority of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

	<u>Bona Fide Customer</u>	<u>Developer</u>
(a) Estimated Cost of Mains	-----	-----
(b) Estimated Cost of Other Facilities		
services	None	-----
Fire Hydrants	None	-----
Other	-----	-----
(c) Estimated Authority Costs		
(d) Total (Amount of Deposit)	_____	_____

This Preliminary Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraphs THIRD and FOURTH thereof.

Dated _____
(Date of Deposit)

WITNESS:

READING AREA WATER AUTHORITY

By _____

WITNESS:

DEPOSITOR

By _____

FINAL MEMORANDUM

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraphs THIRD and FOURTH of a certain agreement in writing between the parties entered into on the _____ day of _____, 20____, for the installation by the Authority of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

(a)	Actual cost of mains	-----	-----
(b)	Actual cost of other facilities		
	Service (____) x (____)	None	-----
	No. Unit cost		
	Fire hydrants	None	-----
	Other	-----	-----
(c)	Actual Authority Costs	_____	_____
(d)	Total (Final Estimate of Deposit)		
(e)			
(f)	Amt. of Preliminary Estimate of Deposit		
	Adjustment of Deposit	-----	-----
	(a) Balance Owing Applicant	-----	-----
	(b) Balance Owing Authority		

This Final Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraphs THIRD and FOURTH thereof.

Dated _____
(Date of Deposit)

READING AREA WATER AUTHORITY

WITNESS:

By

DEPOSITOR

WITNESS:

By

37. WATER CONSERVATION CONTINGENCY PLAN. Subject to and in accordance with the requirements of the Pennsylvania Department of Environmental Resources and the Delaware River Basin Authority as set forth in the water conservation contingency plans prepared with respect to the water distribution system of the Authority for such governmental authorities, which plans are incorporated herein by reference, the Water Conservation Contingency Plan of the Authority is as follows:

(a) General

If the Authority is experiencing a short term supply shortage, the Authority may request general conservation of inside water uses and may impose mandatory conservation measures to reduce or eliminate nonessential uses of water.

(b) Voluntary Conservation

The authority shall first request voluntary curtailment of all nonessential uses of water.

(c) Mandatory Conversation

If voluntary cooperation does not achieve satisfactory results, mandatory compliance will be imposed. If any customer refuses to comply with such mandatory measures the Authority may either adjust the outside water valve connection in a manner which will restrict water flow by up to 1/2, or otherwise restrict flow such as by the insertion of a plug device.

(d) Nonessential uses of water include:

- (1) The use of hoses, sprinklers, or other means for sprinkling or watering of shrubbery, trees, lawns, grass, plants, vines, gardens, vegetables, flowers, or other vegetation.
- (2) The use of water for washing automobiles, trucks, trailers, trailer houses, or any other type of mobile equipment.
- (3) The washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes, sidewalks, apartments, or other outdoor surfaces.
- (4) The operation of any ornamental fountain or other structures making a similar use of water.
- (5) The use of water for filling swimming or wading pools.

- (6) The operation of any water-cooled comfort air conditioning which does not have water-conserving equipment.
 - (7) The use of water from fire hydrants for construction purposes or fire drills.
 - (8) The use of water to flush a sewer line or sewer manhole.
 - (9) The use of water for commercial farms and nurseries other than a bare minimum to preserve plants, crops, and livestock.
- (e) In addition to the provisions set forth above, the Pennsylvania Emergency Management Council is authorized to promulgate, adopt, and enforce a Water Rationing Plan by virtue of the Emergency Management Services Code, 35 Pa. C.S. S 1701 et seq. as implemented by the Drought Emergency Proclamation dated November 6, 1980.

38. ESTABLISH RULE FOR COLLECTION OF EXCESS USE CHARGES

In the event of a drought emergency, as declared by a Basin Commission and by a proclamation or executive order issued by the Governor, the Reading Area Water Authority is authorized to collect fines set forth in its Local Water Rationing Plan as filed with and approved by the Pennsylvania Emergency Management Agency.

39. EXECUTIVE DIRECTOR TO IMPLEMENT POLICIES

The Executive Director of the Authority is authorized to generate forms and implement policies, and to take any and all other actions necessary or desirable to carry out this Water Service Resolution and other policies of the Authority and effectuate the intent thereof.

APPENDIX "A"

Reading Area Water Authority

Plumbing System Lead Ban Certification

I hereby certify that the materials used in the construction of the plumbing system to be connected are lead free, as specified in Act No. 1989-33 enacted July 6, 1989 by the General Assembly of the Commonwealth of Pennsylvania.

Date

Applicant

APPENDIX "B"

STANDARD DETAILS

SCHEDULE "A"

DELINQUENT ACCOUNTS POLICY

RESOLUTION

WHEREAS, the Reading Area Water Authority has been incorporated pursuant to an ordinance of the Council of the City of Reading, Berks County, Pennsylvania (the "City") and in accordance with the provisions of the Act of Assembly approved May 22, 1945, P.L. 382, as amended and supplemented, known as the Municipality Authorities Act of 1945 (the "Act"); and

WHEREAS, pursuant to a certain Lease and Operating Agreement, dated as of May 20, 1994, but effective as of June 1, 1994,¹ as amended and supplemented (the "Lease"), the City has transferred to the Authority operation and administration of the City's water conveyance and distribution system (the "Water System"); and

WHEREAS, in order to properly administer the Water System and in order to provide uniform policies and rules regarding the Water System, the Authority has heretofore adopted a Water Service Resolution (the "Resolution") of the Authority; and

WHEREAS, as a result of certain attempts to create greater efficiency within the Authority and in the manner which the Authority conducts business, and in an effort to create greater consistency between the Resolution and the Authority Delinquent Accounts Policy, the Authority desires to amend a portion of the Resolution.

NOW THEREFORE BE IT RESOLVED, by the Board of the Reading Area Water Authority, as follows:

1. The Board of the Authority hereby approves the amendment to the Resolution, and the section of the Resolution entitled "Bills Due and Payable" is hereby amended in its entirety to read as follows:

BILLS DUE AND PAYABLE

1. Responsibility for Charges. All charges and fees assessed pursuant to this Resolution shall be assessed against, and payment shall be the responsibility of, the owner of the property to which service is rendered. In the event an owner sells or transfers a property to another party, such owner shall remain responsible for all charges and fees assessed with respect to such property until such time as the owner: (a) notifies the Authority that he/she has sold or transferred his/her interest in the property; (b) provided the Authority with the name and address of the new owner(s) of the property; and (c) caused a deed evidencing the transfer of such property to be recorded with the Recorder of Deeds of Berks County.

2. Due Date. All bills for fees and charges assessed by the Authority pursuant to this Resolution are due and payable within thirty (30) days after the date of issuance of such bills.

3. Service Charge for Late Payment. A service charge equal to ten percent (10%) of the current portion of each bill shall be assessed on all bills not paid by their due date.

4. Date of Payment. If bills are paid by first class mail, postage prepaid, the date of payment shall be deemed to be the date of the postmark.

5. Application of Payments. All payments received by the Authority shall be applied first to all outstanding collection fees and costs (if any), then to accrued service charges and then to outstanding charges and fees. Payments shall be applied to the oldest bills first. The Authority reserves the right, to be exercised in its sole discretion, to apply payments in a manner other than as set forth above.

6. Responsibility for Collection Charges. In the event the Authority places a consumer's account for collection with either a collection agency or the Authority's Solicitor or other attorney, the consumer shall be responsible for paying all costs of collection incurred by the Authority, including, but not limited to, collection commissions, court costs and reasonable attorneys' fees.

7. Termination of Water Service. If a bill remains unpaid more than forty-five (45) days after its date of issuance, the Authority may terminate water service to the property for which such bill was issued in accordance with the methods and procedures set forth in the Authority's Delinquent Accounts Collection Policy. Water service shall be restored in accordance with the methods and procedures set forth in the Delinquent Accounts Collection Policy.

8. Delinquent Accounts Collection Policy. The collection of delinquent water bills for charges and fees owed to the Authority shall be conducted in accordance with the terms of the Authority's Delinquent Accounts Collection Policy a copy of which is attached hereto as Schedule "A." Notwithstanding anything herein to the contrary, in the event there is a conflict or inconsistency between the provisions contained herein and similar provisions contained in the Delinquent Accounts Collection Policy, the provisions of the delinquent Accounts Collection Policy shall control.

2. Except as amended or supplemented hereby, the Resolution is hereby ratified and confirmed in all respects and shall remain

RESOLUTION

WHEREAS, the Reading Area Water Authority (the "Authority") operates and maintains a water distribution and conveyance system (the "Water System") which it leases from the City of Reading, Pennsylvania (the "City"), pursuant to a Lease and Operating Agreement, dated May 20, 1994, but effective as of June 1, 1994, as amended and supplemented (the "Lease"); and

WHEREAS, the Authority has promulgated its Water Service Resolution, adopted June 30, 1994, as amended and supplemented (the "Resolution"), which sets forth, among other things, the Rules and Regulations of the Authority (the "Regulations") governing the furnishing of water service to the customers of the Authority; and

WHEREAS, Section 28 of the Regulations provides that no allowance shall be made for excessive consumption of water by a customer due to leaks or other waste of water by such customer; and

WHEREAS, the Board of the Authority desires to address certain perceived inequities in the Regulations with respect to certain customers by adopting a policy which sets forth guidelines whereby a customer, whose water service develops a leak, may be eligible for an allowance towards an unusually high water bill.

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Reading Area Water Authority, as follows:

1. The Board of the Authority hereby amends and supplements Section 28 of the Regulations, and hereby adopts the following guidelines (the "Policy") which shall be applied when evaluating the claim of a Water System customer who applies to the Board for relief from a water bill, which bill reflects higher than normal water consumption due to a leak in the customer's water service:

- (a) A customer may qualify for relief if:
 - (i) The customer establishes that the water bill in question reflects water consumption that is extraordinarily high in comparison to the customer's "ordinary and customary" (defined herein) level of water consumption.
 - (ii) The customer establishes that the unusually high consumption in question resulted from a leak in the customer's water service
 - (iii) The customer establishes that the leak was repaired to the satisfaction of the Authority within thirty (30) days of the discovery of such leak.

CONNECTION FEE
RESOLUTION
READING AREA WATER AUTHORITY

WHEREAS, the Reading Area Water Authority (the "Authority") is a municipal authority incorporated under and subject to the provisions of the Pennsylvania Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented (the "Act"); and

WHEREAS, the Authority operates and governs a water distribution and conveyance system (the "System") which serves the City of Reading and certain surrounding municipalities; and

WHEREAS, under the Act, the Authority has the power to adopt certain rates and charges, including a connection fee; and

WHEREAS, the Authority has calculated and determined a schedule of fees based upon the average cost for previously installed connections to the System of similar type and size.

WHEREAS, the Authority desires to establish rates and charges which will cover the costs to the Authority of connecting new customers to the System; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Reading Area Water Authority, in lawful session duly assembled, as follows:

1. Any applicant for water service who desires to be connected to the System shall pay to the Authority the following installation charges prior to the commencement by the Authority of any excavation or other work related to the physical connection of the applicant to the System:

Size of Connection	Installation Charge
3/4"	\$1, 515. 00
1"	\$1, 850. 00
1 1/2"	\$2, 180. 00
2"	\$2, 385. 00

<u>Size of main</u>	<u>Size of connection</u>				
	4"	6"	8"	10"	12"
	\$3,492.00				
4"	\$3,553.00	\$4,222.00			
6"	\$3,641.00	\$4,394.00	\$4,823.00		
8"	\$3,775.00	\$4,623.00	\$5,125.00	\$5,407.00	
10"	\$4,077.00	\$4,770.00	\$5,405.00	\$5,645.00	\$5,888.00
12"	\$3,953.00	\$5,070.00	\$5,644.00	\$5,945.00	\$6,398.00
16"	\$4,406.00	\$5,372.00	\$5,886.00	\$6,247.00	\$6,880.00
20"	\$5,311.00	\$5,674.00	\$5,550.00	\$6,548.00	\$7,801.00
24"	\$5,674.00	\$5,976.00	\$6,519.00	\$7,455.00	\$8,389.00
30"	\$6,037.00	\$6,354.00	\$7,425.00	\$8,299.00	\$9,024.00
36"					

2. In the event that the work required to make the connection is extraordinary and, as a result, the actual cost of connection of the applicant to the System exceeds the applicable installation charge, the applicant shall pay the difference before water service is turned on. The cost of connection shall be determined by calculating the actual cost to the Authority for labor, materials and other charges to the Authority for undertaking and completing a connection to the System. Actual cost shall be determined on a case-by-case basis by the Authority.

3. The schedule of installation charges is subject to annual revisions by the Authority to reflect any increase in costs to the Authority related thereto.

4. This Authority approves, ratifies and confirms all action heretofore taken by officers and other persons in the name or on behalf of this Authority in connection with effecting the provisions and the intent of this Resolution.

5. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provisions, section, sentence, clause or part of this Resolution, it being the intent of this Authority that such remainder shall be and shall remain in full force and effect. All previous resolutions of this Authority are hereby repealed to the extent that they are inconsistent with the provisions hereof.

DULY ADOPTED, this _____day of September, 1994, by the Board of Reading Area Water Authority, in lawful session assembled.

READING AREA WATER AUTHORITY

(SEAL) BY _____
Chairman

Attest _____
Secretary

in full force and effect in accordance with its terms.

3. All resolutions previously adopted by the Authority inconsistent herewith are hereby repealed.

Duly resolved this 6th day of April, 1995, by the Board of the READING AREA WATER AUTHORITY, Berks County, Pennsylvania, in lawful session duly assembled.

By _____
Chairman

Attest _____
Secretary

- (iv) The Board is satisfied that the customer is a customer in good standing with the Authority, and has a good payment history with respect to prior period billings.

(b) If the Board determines that a customer has satisfactorily met the conditions set forth at Subsections (a) (i) through (a) (iv) of this Section 1, the customer's water bill may be adjusted. Such adjustment shall be equal to the amount which would otherwise be due and payable if the customer's water consumption during the billing period in question was two (2) times the volume of the customer's "ordinary and customary" level of water consumption. The customer's "ordinary and customary" level of water consumption shall be determined by calculating the customer's average water consumption over the four billings periods next preceding the billing period in question.

2. The Board of the Authority may amend the Policy outlined in Section I hereof in its discretion as circumstances may dictate.

3. Except as amended or supplemented hereby, the Resolution is hereby ratified and confirmed in all respects and shall remain in full force and effect.

4. All resolutions previously adopted by the Authority inconsistent herewith are hereby repealed.

Duly resolved this 6th day of June 1996, by the Board of the READING AREA WATER AUTHORITY, Berks County, Pennsylvania, in lawful session duly assembled.

By _____

Chairman

Attest _____

Secretary

DULY ADOPTED, this _ day of September, 1994, by the Board of Reading Area Water Authority, in lawful session assembled.

READING AREA WATER AUTHORITY

BY _____
Chairman

(SEAL)

Attest _____
Secretary

